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UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

## EASTERN DIVISION

UNITED STATES OF AMERICA,

No. 5:23-CR-00021-JGB

Plaintiff,

V.

JASON EDWARD THOMAS CARDIFF,

Defendant.

PLAINTIFF UNITED STATES OF  
AMERICA'S NOTICE OF MOTION AND  
MOTION FOR ORDER FORFEITING BAIL  
AND FOR SUMMARY ADJUDICATION OF  
OBLIGATION; [PROPOSED] ORDER;  
[PROPOSED] JUDGMENT

Hearing date: March 3, 2025

Hearing time: 2:00PM

Location: Courtroom 1

George E. Brown Federal  
Building and U.S.  
Courthouse  
3470 Twelfth St.  
Riverside, CA 92501

1 TO DEFENDANT JASON EDWARD THOMAS CARDIFF AND SURETIES LILIA  
2 MURPHY AND BRIAN KENNEDY:

3 PLEASE TAKE NOTICE that, on March 3, 2025, at 2:00 p.m., as soon  
4 thereafter as it may be heard, in the Courtroom of the Hon. Jesus G.  
5 Bernal, located at 3470 Twelfth Street, Courtroom 1, Riverside, CA  
6 92501, plaintiff United States of America will, and hereby does, move  
7 this Court for an order forfeiting bail and for summary adjudication  
8 of obligation with respect to defendant Jason Edward Thomas Cardiff  
9 and sureties Lilia Murphy and Brian Kennedy. Fed. R. Crim. P.  
10 46(f)(1) and (3) and Local Crim. Rule 46-6.

11 This motion is made upon this Notice, the attached Memorandum of  
12 Points and Authorities, and all pleadings, records, and other  
13 documents on file with the Court in this action, and upon such oral  
14 argument as may be presented at the hearing of this motion.

15 Dated: February 3, 2025

16 Respectfully submitted,

17 AMANDA N. LISKAMM  
Director  
Consumer Protection Branch

18 JOSEPH T. MCNALLY  
19 Acting United States Attorney

20 /s/  
21 \_\_\_\_\_  
MANU J. SEBASTIAN  
Trial Attorney  
VALERIE L. MAKAREWICZ  
Assistant United States Attorney  
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1                   **MEMORANDUM OF POINTS AND AUTHORITIES**

2                   **I. INTRODUCTION**

3                   On November 30, 2023, the Court ordered that defendant Jason  
4 Edward Thomas Cardiff ("Defendant") be released from pre-trial  
5 custody on a \$530,000 bond, upon the filing of affidavits of surety  
6 signed by Lilia Murphy and Brian Kennedy ("Sureties"). Ms. Murphy's  
7 portion of \$500,000 was secured with full deeding of property. When  
8 the Sureties signed the Affidavits of Surety and defense counsel  
9 signed the affidavit of third-party custodian, Defendant was  
10 released.

11                  Beginning in July 2024, the Court permitted defendant to travel  
12 to Ireland. In January 2025, the Court ordered defendant to return to  
13 the United States on or before January 19, 2025. To date, defendant  
14 has not returned.

15                  By not complying with the bond conditions ordered, Defendant  
16 violated his pretrial release. Defendant failed to attend a court  
17 hearing as ordered, absconded from Pretrial Services supervision, now  
18 resides at a location that Pretrial Services has not approved.  
19 Accordingly, the United States moves for an order forfeiting the bail  
20 of Defendant and requests the entry of a default judgment against  
21 Defendant and the sureties pursuant to Fed. R. Crim. P. 46(f)(1) and  
22 (3) and Local Crim. Rule 46-6. The government requests that the  
23 Court enter judgment on the bond forfeiture against Defendant in the  
24 amount of \$530,000, with Lilia Murphy to be jointly and severally  
25 liable with Defendant in the amount of \$500,000, and surety Brian  
26 Kennedy to be jointly and severally liable with Defendant in the  
27 amount of \$30,000.

1       **II. STATEMENT OF FACTS**

2           **A. Initial Proceedings in This Case**

3           On January 31, 2023, a grand jury returned an indictment that  
4 charged Defendant with Access Device Fraud, Aggravating Identity  
5 Theft, and Obstruction. Dkt. 1.

6           Defendant was arrested and made his initial appearance on  
7 November 27, 2023. Dkt. 7, 11. The government moved for detention of  
8 the Defendant. Dkt. 3, 13. After a contested bond hearing, on  
9 November 30, 2023, the Court ordered that Defendant be released on a  
10 \$530,000 bond of which \$500,000 was to be secured with full deeding  
11 of property, upon the filing of Affidavits of Surety signed by the  
12 Sureties. Dkt. 14. In addition, defendant's attorney agreed to act as  
13 a third-party custodian of Defendant. Dkt. 15. At the hearing the  
14 Court read defendant the conditions of his bond, and warned him of  
15 the consequences of non-compliance, and Defendant agreed to abide by  
16 them. Dkt. 89. On the same day, Defendant signed the bond document,  
17 acknowledging his duties and responsibilities and the potential  
18 consequence if he violates a bond condition. (Dkt. 21 at 6.)

19           On December 5, 2023, Defendant filed a signed affidavit of  
20 surety (Dkt. 22), in which Brian Kennedy, by signing the affidavit of  
21 surety, acknowledged that he agreed to accept the responsibilities of  
22 a surety for Defendant's release, as follows:

23           I further state that I understand the provisions of the  
24 bond executed by the above-named defendant for which  
25 this affidavit supports, and I agree to be bound as a  
condition of this bond by the provisions of Local  
Criminal Rule 46-6 . . . and further acknowledge and  
26 agree that I and my personal representatives are bound  
as a condition of this bond, jointly and severally  
27 with the defendant and other sureties, to pay to the  
United States of America the sum of \$30,000, in the  
28 event that the bond is forfeited.

1       Id.

2           On December 6, 2023, Defendant filed a signed affidavit of  
3 surety (Dkt. 24), in which Lilia Murphy, by signing the affidavit of  
4 surety, acknowledged that she agreed to accept the responsibilities  
5 of a surety for Defendant's release, as follows:

6           That I am worth the amount specified in the bond, to  
7 wit: \$500,000, over and above my just debts and  
liabilities and exclusive of property exempt from  
8 execution. I further state that I understand the  
provisions of the bond of the defendant named above for  
9 which this affidavit supports and I acknowledge and  
agree that I and my personal representatives are bound,  
jointly and severally with the defendant and any other  
10 sureties, to pay the United States of America the bond  
amount specified in the event the bond is forfeited. . .  
11           . I hereby subject said funds, and agree to be bound as  
a condition of this bond, by the provisions of Local  
12 Criminal Rule 46-6. . .

14       Id. This Affidavit included the address of the real property that was  
15 securing Defendant's bond. Defendant filed a Short Form Deed of Trust  
16 on the real property signed by Lilia Murphy as owner of the property.  
17 Dkt. 28. Defendant was then released from pre-trial custody.

18           **B. Defendant's Violation of Conditions of his Bond**

19           In an Order filed December 20, 2024, the Court ordered Defendant  
20 to return to the United States from Ireland by January 19, 2025. Dkt.  
21 151. On January 15, 2025, the Court again ordered Defendant to return  
22 to the United States by January 19, 2025. Dkt. 165. On January 17,  
23 2025, the Court confirmed in an order that Defendant was to return to  
24 the United States by January 19, 2025, and that he was to attend the  
25 January 27 motion hearing in person. Dkt. 171. On January 22, 2025,  
the Court filed a scheduling notice continuing the motion hearing  
from January 27 to January 30. Dkt. 177. On January 24, 2025,  
Defendant filed a Status Report informing the Court that he had not

1 returned to the United States and did not intend to return in the  
2 near future. Dkt. 178. Defendant failed to appear at the motion  
3 hearing on January 30, 2025, and remains in Ireland. Dkt. 188. To  
4 date, Defendant has not returned to the United States.

5 **III. THE COURT SHOULD ISSUE AN ORDER FORFEITING BAIL AND ENTER  
JUDGMENT ON THE BAIL FORFEITURE OBLIGATION AGAINST DEFENDANT AND  
THE SURETIES**

7 **A. Bond Forfeiture is Mandatory if a Condition of the Bond has  
Been Breached**

8 "The law on bail forfeiture is neither complex nor voluminous."  
9 United States v. Nguyen, 279 F.3d 1112, 1115 (9th Cir. 2002). The  
10 Court "must declare the bail forfeited if a condition of the bond is  
11 breached." Fed. R. Crim. P. 46(f)(1). In such a case, forfeiture is  
12 mandatory. Nguyen, 279 F.3d at 1115 (citing United States v.  
13 Abernathy, 757 F.2d 1012, 1015 (9th Cir. 1985)).

14 "A bail bond is a contract between the government and the  
15 defendant and his surety, the forfeiture of which results in the  
16 surety becoming the government's debtor." United States v. Plechner,  
17 577 F.2d 596, 598 (9th Cir. 1978). The Court may hold the defendant  
18 personally liable for the bond amount, jointly and severally, with  
19 the surety. United States v. Vaccaro, 51 F.3d 189, 193 (9th Cir.  
20 1995). "The language of the bond contract is strictly construed in  
21 accordance with the terms contained therein." United States v. Lujan,  
22 589 F.2d 436, 438 (9th Cir. 1978) (citation omitted).

23 **B. The Court Should Hold The Sureties Equally Financially  
Responsible as Defendant for Defendant's Bond Violation**

25 Courts should not excuse or reduce a surety's liability for a  
26 defendant's bond violation based on the surety's argument that, for  
27 example, he has limited financial means. United States v. Noriega-  
28 Sarabia, 116 F.3d 417, 420 (9th Cir. 1997) (stating that "a surety

1 cannot complain because he has failed to actually swear to a  
2 sufficient net worth, or because a lesser net worth might mean that  
3 the full amount of the bond will never be recovered."). See also  
4 United States v. Tirado, 674 F. App'x 743, 743 (9th Cir. Jan. 23,  
5 2017) (quoting Noriega-Sarabia). That is because the purpose of  
6 enforcing the terms of a bond is to increase the likelihood "that  
7 defendants and sureties will take their bond commitments seriously  
8 and that defendants will attend scheduled court appearances and not  
9 engage in criminal activity while they are on pretrial release."  
10 United States v. Villalobos, 2005 WL 6127290, at \*4 (N.D. Cal. Feb.  
11 17, 2005). Declining to hold a surety equally financially responsible  
12 as the defendant for a bond violation undermines the purpose of a  
13 bail bond. See id. at \*4-5. More broadly, "[t]he court, the  
14 government, and the public may be doubly disappointed when a  
15 defendant flees, if the sureties cannot, or will not, abide by their  
16 promises." Noriega-Sarabia, 116 F.3d at 420.

17       **C. Bail Bond Forfeiture Procedure**

18       Upon default by the defendant, "the Court, upon ten (10) days'  
19 notice, may render a judgment summarily in accordance with the  
20 obligation undertaken and issue a writ of execution upon such  
21 judgment." Local Criminal Rule 46-6.

22       The United States further requests that the Court order that the  
23 Clerk serve the Sureties with the Government's bond forfeiture  
24 papers, and with the judgment (if the Government's motion is  
25 granted). When the Government moves to enforce a surety's liability,  
26 the Government "must serve any motion, and notice as the court  
27 prescribes, on the district court. If so served, the clerk must  
28 promptly mail a copy to the surety at its last known address." Fed.

R. Crim. P. 46(f)(3)(C). Correspondingly, the United States usually still does not have the surety's address when the Court enters judgment on the bond forfeiture against the defendant and the surety. In this case, the government has not confirmed the Sureties' addresses. Therefore, the government requests that the Court order that the Clerk serve the Sureties with the documents filed in these bond forfeiture proceedings.

D. The Court Should Order That Bail be Forfeited and a Judgment on the Bail Forfeiture Obligation be Entered Against Defendant and The Sureties

As set forth above, Defendant violated a condition of his bail by missing a court hearing and absconding from PSA supervision. Accordingly, the Court should issue an order forfeiting the bail that was posted, pursuant to Fed. R. Crim. P. 46(f)(1). Additionally, this Court should issue a judgment on the bail forfeiture obligation against Defendant and the Sureties, pursuant to Local Criminal Rule 46-6.

## **IV. CONCLUSION**

For the foregoing reasons, the United States requests that this Court issue an order forfeiting bail and enter a judgment on the bond forfeiture obligation against the Defendant, Lilia Murphy and Brian Kennedy.

Dated: February 3, 2025

Respectfully submitted,

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Director  
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JOSEPH T. MCNALLY  
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/s/  
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